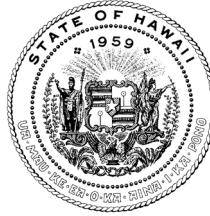


DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
POST OFFICE BOX 621
HONOLULU, HAWAII 96809

Testimony of
SUZANNE D. CASE
Chairperson

Before the Senate Committee on
JUDICIARY

Monday, February 28, 2022
10:30 AM
State Capitol, Via Videoconference

In consideration of
SENATE BILL 3377, SENATE DRAFT 1
RELATING TO COMMERCIAL ACTIVITIES ON BEACHES

Senate Bill 3377, Senate Draft 1 prohibits any person from presetting commercial beach equipment on beaches encumbered with easements in favor of the public. **The Department of Land and Natural Resources (Department) supports this measure.**

The Department has worked to address the presetting of beach umbrellas and chairs on Waikīkī Beach. The Department's Division of Conservation and Resources Enforcement officers have issued citations to the commercial operators, but unfortunately the court dismissed the citations due to the fact that the concessionaire stated the customers had prior reservations and they were merely setting up the equipment in advance of them arriving.

The Department has received numerous complaints about presetting of equipment on Waikīkī Beach and has spent substantial time advising the operators that presetting is not allowed; however, the issues have continued to persist due to the lack of a clear definition of presetting. This bill will help the Department address the complaints and provide clarification on the definition.

Thank you for the opportunity to testify on this measure.

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE
MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS



Hawai'i Convention Center
1801 Kalākaua Avenue, Honolulu, Hawai'i 96815
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kahua pa'a web hawaii tourism authority.org

David Y. Ige
Governor

John De Fries
President and Chief Executive Officer

Statement of
JOHN DE FRIES

Hawai'i Tourism Authority
before the
COMMITTEE ON JUDICIARY

February 28, 2022
10:30 a.m.
State Capitol
via videoconference

In consideration of
SENATE BILL NO. 3377 SD1
RELATING TO COMMERCIAL ACTIVITIES ON BEACHES

Aloha Chair Rhoads, Vice Chair Keohokalole, and members of the Committee on Judiciary,

We appreciate the opportunity to provide testimony in **support** of SB3377 SD1, which prohibits any person from presetting commercial beach equipment on beaches encumbered with easements in favor of the public.

The Destination Management Action Plans, also known as DMAPs, were developed through significant and meaningful collaboration and direction of Hawai'i's communities. Contained within the six community-driven DMAPs are hundreds of actions and sub-actions identified by kama'āina that have become our commitment to our kama'āina. These actions and sub-actions speak to the need to strike a balance between the visitor industry and our residents.

This measure, which would address the presetting of commercial beach equipment, is one that addresses the balance between our residents' ability to freely utilize our beaches and the visitor industry's desire to provide amenities to their guests. Our beaches are a shared resource and, as such, should be shared in a way that affords residents the opportunity to utilize these resources without having to compete against preset and unutilized beach amenities.

We appreciate the opportunity to offer these comments in **support** of SB3377 SD1. Mahalo.



Harry D.
Robello
Aloha Beach Services
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Honolulu, HI 96815
Robelloh001@hawaii.rr.com

Testimonial against SB 3377 SD1, Relating To Commercial Activities on the Beaches.

Submitted to Senate Committee on Judiciary
10:30am, February 28, 2022 State Capitol via videoconference

I would like to thank Chair Rhoads, Vice Chair Keohokalole, and Committee on Judiciary for hearing my testimony. I am **against** SB 3377 SD1 as it is written but am in support of some of the following modifications.

My name is Harry D. Robello. I am known as Didi on the beach. I am a second generation Waikiki Beach Boy and a third generation Kahanamoku. My father was Harry S. Robello. He was the last of the original Waikiki Beach Boys. He ran the Outrigger Canoe Club's beach services before they moved to their current location near Elks Club. My mother was Barbara Kahanamoku, the daughter of William P. Kahanamoku. Bill as he was called, was one of Duke's brothers who my dad worked alongside of as Waikiki Beach Boys.

We have been operating our family business, started by my dad, since 1959. Our first beach services was at the Sheraton Maui, then we operated at the Royal Hawaiian Hotel, Moana Surfrider Hotel and Sheraton Waikiki since the late 50's early 60's. To this day, "Aloha Beach Services" is still at the Moana Surfrider Hotel. I have been on Waikiki beach my entire life. I worked the beach as a little boy picking up trash, beach chairs and towels, doing whatever I was told to do by the Waikiki Beach Boys. I was a "Garoot." I took over the business in 1983 from my dad at 21 years old. I believe we are the longest operating beach concession in the State of Hawaii.

PART 1: PARTICIPATION IN FURTHER DISCUSSIONS

I agree with the fundamental premise that Waikiki Beach is for the enjoyment of our kama'aina as well as our visitors and there must be a balance regarding the use of the beach for both. To that end, I would like to participate in further discussions with other stakeholders regarding SB 3377 SD-1 and discussions relating to commercial activities on Waikiki Beach. Information about beach operations will prove to be valuable in enacting laws that relate to Waikiki Beach. Below are some major points that should be considered.

Umbrella Sets On the Beach

Based on a general survey of the area, there are approximately a maximum of 300 umbrella sets on a given day between Hilton Hawaiian Village to the Kapahulu Groin. It is very rare to have all the umbrellas setup at the same time. When that occurs, it is usually during peak travel season. The umbrellas are not setup in one uniform and/or contiguous line but are setup in different sections along the beach (**figure 1a-1c**).

Figure 1-a



Figure 1-b



Figure 1-c



The 300 umbrella sets equate to protecting at least 600 people (2 people per every umbrella set). However, the more accurate estimate would be about 1,000 people because over half of them are used by families who all crowd under the umbrellas for protection from the sun.

Commercial beach equipment has a durable life of at least 10 years. They are installed and anchored safely with weights by professionals. They are put away and stored by the same professionals at the concession stands that they are rented from. And, I absolutely agree that no equipment should be “stored” on public beaches.

Without a professionally installed umbrella sets, beachgoers’ only choice would be to purchase/bring low cost, lightweight umbrellas sets. One gust from the trades results in umbrellas being uprooted, in flight and injuring other beachgoers, which does happen.

The reality is that many of the low cost lightweight umbrellas that are purchased at retail stores end up being abandoned on Waikiki Beach because it is too cumbersome and cheap enough to just dump. You can’t pass a homeless camp in Waikiki, on the beach or the sidewalk that doesn’t have these umbrella and chairs spread about cockroaching the public space day and night in the same spot. (Figure 2)

Figure 2



Homeless Issues

Homeless on Waikiki beach has been and continues to be a major issue for all beachgoers. When beachgoers leave property on the beach, it encourages the homeless to gather and build larger “camps” and “homes” on the beach.

The homeless live on the beach all day, all night, 365 days a year with umbrellas, pop up tents, chairs, boogie boards, beach towels that people leave behind (see Figure 3a-3e).

Figure 3-a



Figure 3-b



Figure 3-c



Figure 3-d



Figure 3-e



As mentioned above, the use of professionally installed umbrella sets reduces the amount of “property” that is left behind to be collected by the homeless.

Sun Tan

“Back in the Day” (50’s to 90’s) getting a suntan from Waikiki Beach called for bragging rights. Average stays in Hawaii were considerably longer and people spent a month or more getting their golden color. There were suntan oil stands on most beachfront properties that specialized in tanning. I remember the Moana Surfrider Hotel had one stand on the private beach and

another in their Diamond lawn area. The Royal Hawaiian Hotel had one located on the pool deck along with the Sheraton Waikiki. They sold tanning packages (aka “tanning kits”) from \$60.00 to over \$100.00. Today, you cannot find any tanning specialist on the beach anymore.

In recent years, people have become more susceptible to skin cancer due to the harmful UV rays and issues related to climate change. Sun block (not tanning lotion) is now one of the top selling items in most of the retail stores. Umbrellas provide an additional means to avoid UV rays.

PART 2: AN EXAMPLE HOW A BEACH SERVICES OPERATES (EXAMPLE IS ALOHA BEACH SERVICES)

Our locals and guests all come to enjoy Waikiki Beach. We are here to help and provide for their enjoyment and safety, professionally and respectfully. I would like to share with you how Aloha Beach Services operates its commercial beach equipment.

At around 8am, we start our water activities. During the busy season (spring break, summer or Christmas), most often a staff member is there from 5am prepping for the busy day ahead. Often during Christmas season, the line for umbrella sets starts forming around 6am at our main stand. The customers come first thing in the morning to get an umbrella set and a spot because a lot of times we are sold out as early as 7am. There is still a lot of empty space on the beach at this early hours.

Some customers leave their seating area to eat breakfast at nearby restaurants while some start their day at the beach. At our other seasonal stand located on the east end of the Moana Surfrider hotel, an Aloha Beach Services employee opens up at around 7am. Aloha Beach Services only opens that stand during the busy season. That stand is sold out by 8:30-9:00am. We have 25 sets at the main stand (see Figure 4a) and 50 at the seasonal stand (Figure 4b). Our main stand is located between the Diamond Head side of Outrigger Hotel wall on the Moana Hotel property and Ewa side of the lifeguard tower 2A. It is approximately a 40 by 40-foot area including space to walk in between.

Figure 4a Umbrella setup at the Main stand



Figure 4b Umbrella setup at the seasonal stand



Fronting the private beach of the Moana between the Moana bar and the lifeguard tower 2A is open space except for the catamaran. Our seasonal stand is located in front of the Moana Beach House Restaurant. During high demand, we start in front of the Moana bar area towards Diamond Head to just in front of the gate that leads to the Moana Diamond lawn area. That area is mostly occupied by homeless encampments. We keep that area as clean as possible from trash and hypodermic needles. See Figure 5. We are not qualified or are able to safely dispose of the needles so we call Moana Surfrider hotel security for qualified safe disposal and keep everyone away from the area till it is disposed of. This area is very dirty. If we weren't there to observe and clean, it would be a hazardous area to be in.

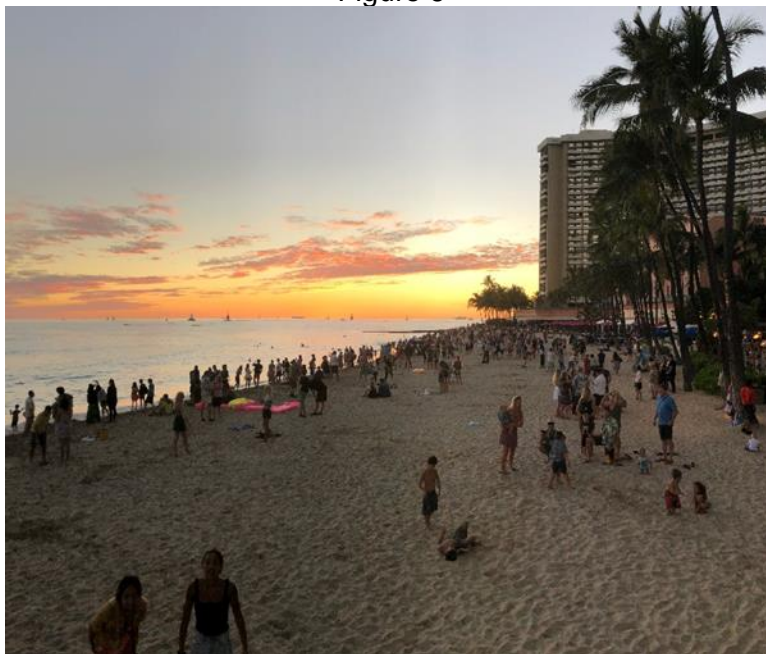
Figure 5



There are no catamarans in this area and we do not rent any surf or SUP boards. The shore break in this area during the summer is too dangerous. When demand isn't at full capacity we start in front of our desk off to the right and extend again towards the Diamond head side of the beach. Some days do start off slow then explode around mid-morning early afternoon. We have never gone all the way across the beach front to the end of the lawn area or say to the boarder of the city side of the beach. When the beach is at its widest we don't have to stretch out across the beach. It is easier to keep as much of the business in front of our desk so we can watch against theft and don't have to carry the equipment so far.

We close our umbrella operations at both stands at 4pm during Christmas break and spring break and 5pm during the summer months. I have noticed that by practicing this when we are all shut down the beach fills right back up with the people who enjoy the cooling down of the evening and come to grab space to enjoy the sunsets. See Figure 6. I feel if all the stands closed their umbrella operations at the same 4pm time or 5pm during summer season, it would level the playing field and open the beach up for the evening crowd. When an operation rents their equipment till 5 or 6 pm everyone has to do the same because the people who rent from us till 4pm complain why they are still open and want to stay longer. We could charge less for the shorter time but that is loss in revenue.

Figure 6



PART 3: RESPONSE TO COMMENTS BY PRIOR TESTIMONY/REPORTS RECEIVED BY THE COMMITTEE ON WATER AND LAND

Beach umbrellas are not a new thing on the beach. Especially on Waikiki. You look back to the original Waikiki Beach Boys of the 40's and 50's and the original Outrigger Canoe Club days they had them then. Who knows where the use of beach umbrella originated from. It could have been back then. Now the demand has gotten greater. The industry has gotten bigger than before. The health risks are greater. The population has grown.

Setting Up and Taking Down Umbrella Sets

The individual proponents for SB 3377 SD-1 propose that umbrella sets be taken down immediately when the user is not present or leaves. Two situations make this suggestion unreasonable and unrealistic.

Usage by Renter. When someone rents the umbrella set, they rent it for a set number of hours or for the entire day. This does not mean they are necessarily sitting under the umbrella the entire time. They swim, go to lunch, walk the beach, go on a canoe ride and even surf while enjoying the beach. Once the person rents the umbrella set, it is theirs to use as they wish for the time of rental.

Re-Rental After Use. When someone's time has ended and they leave, the umbrella set should be removed after a reasonable time. Often, there is someone waiting in the wings ready to rent a set as soon as one becomes available. Or within a short time, someone will come to the stand looking for a rental. The umbrella set should be allowed to remain for a reasonable time after use.

Storage of Property on Public Easement

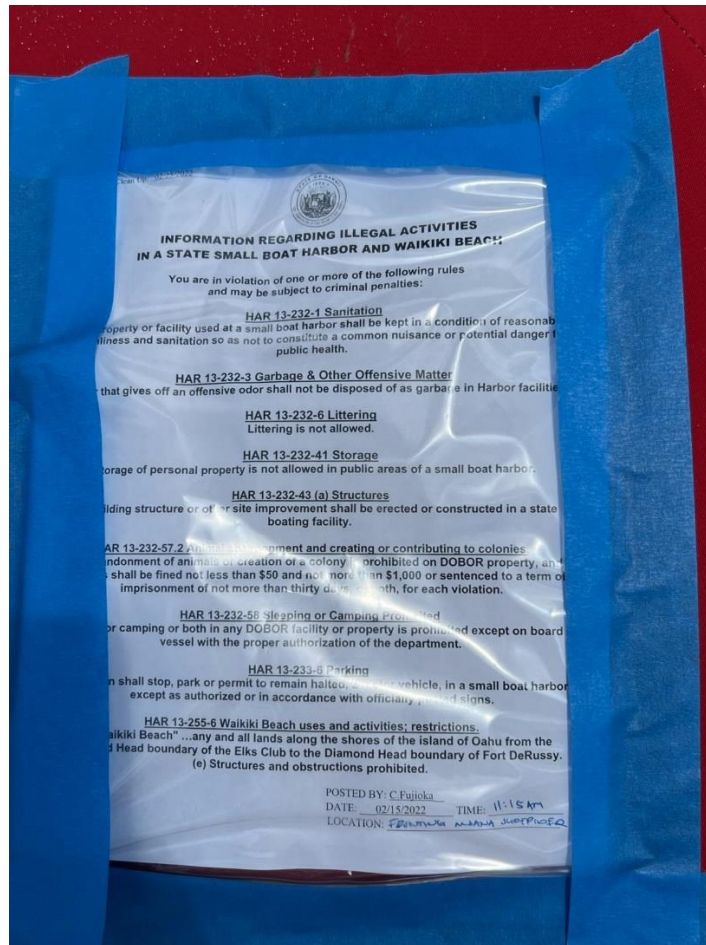
Although I believe that property of the beach services should not be stored on the public easement land, it is not the biggest "storage" problem on the beach. The larger problem is removing property maintained by the homeless.

As the law currently operates, when the State wants to remove the homeless' stored equipment on the public easement, they post a sign on the equipment. See Figure 7a-7b. Ten days after posting, the State returns to enforce and remove the stored equipment/property.

Figure 7a



Figure 7-b



PART 4: PROPOSED MODIFICATION TO SB 3377 SD-1

- An exception for equipment storage is made to permit outrigger canoes to be placed on the public easement.
- Once an umbrella set has been installed for a renter, the umbrella set may remain for the duration for the rental period.
- When a renter ends the use of the umbrella set, the umbrella set may remain for a reasonable time to allow for re-rent.
- A limited number of presets are permitted during the busy seasons which include Christmas holidays, spring break, and summer months June, July and August.

CONCLUSION

Every morning we clean and make the beach presentable for everyone. We are not required or responsible to do so however we assume this responsibility for using these areas.

Kama'aina are a large part of our regular customers base especially during the slower times,

holidays and three day weekends. That's when they like to come down and enjoy without so many visitors. We have been around for so long we have quite a bit of local regular customers. Aloha Beach Services has become the spot to go to. We are very grateful!

Aloha Beach Services staff are trained to assist with water safety and first responders in any way we can. Aloha Beach Services helps protect first responders from heat exhaustion. We are exclusive with this response. No other beach service on Waikiki Beach does this! This can be verified by checking with ocean safety lifeguards at 2A and 2B and their lieutenants and captains. Even retired ones! Because they are the personnel we assist. These are the 2 towers that we are operating in close vicinity too. By grabbing our nearest umbrella to the response scene and shading them while they do CPR holding the umbrella above the first responders it keeps them from heat exertion and helps with crowd control! If you have ever experienced an active rescue and emergency lifesaving efforts you would know exactly what I mean.

The Waikiki Beach Boys of long ago are the reason why we are a world class resort destination. If not for them, we could have been an agricultural state. Not that it's a bad thing but think what would you be doing now if it wasn't for tourism. Where would you be living now? We wouldn't have as many people living here, the districts would be smaller and we would have nothing to grumble about. No need for tourist industry heads, hotel managers, hundreds of restaurants and shopping malls, etc...No need for homes on our mountains, beaches and in our valleys. Everyone would live close to where they work and factories they worked at. We had agriculture before and our own canneries, where have they gone and why. They're gone because it's cheaper to cultivate, process, and distribute them somewhere else. The Waikiki Beach Boys help to keep Waikiki Beach clean as much as they can. What everyone also forgets is that it's probably the "GREENEST BUSINESS" in the state of Hawaii. That's what we want right? We don't use any type of fuel for our activities. The only thing we emit is "ALOHA" in more ways than one.

The Waikiki Beach Boys are a special breed of watermen, ambassadors and friends. We are entertainers for country leaders, dignitaries, and movie stars, millionaires and billionaires. But the people who the Waikiki Beach Boys take care of the most are the ones who need them the most. "EVERYBODY." Don't forget them. I would be happy to speak with anyone more about this to provide insight, history, and perspective. I invite you to visit me at my office on Waikiki Beach. I thank the Chair Committee Senator Karl Rhoads and Committee on Judiciary again for your time.

Aloha Didi Robello. WAIKIKI BEACH BOY.

Douglas Meller
2615 Aaliamanu Place
Honolulu, Hawaii 96813
douglasmeller@gmail.com

Testimony Supporting SB 3377, SD1 Relating to Commercial Activities on Beaches

Submitted to Senate Committee on Judiciary
10:30 am, February 28, 2022 Videoconference Hearing

REQUESTED AMENDMENTS OF SB 3377, SD1

I request that you amend SB 3377 to:

- apply to all beaches managed by the DLNR. (SB 3377, SD1 applies to a public easement over a publicly constructed privately owned part of Waikiki Beach between the Royal Hawaiian groin and Kuhio Beach Park but does not apply to any other beach under the DLNR's jurisdiction.)
- apply both prior to and after completion of rental contracts. (SB 3377, SD1 prohibits "... the setting up of beach equipment or watercraft by a commercial vendor without a reservation by a customer for immediate use..." but does not require removal of commercial beach equipment or watercraft from beaches after completion of rental contracts.)
- authorize minor exemptions under DLNR rules. (SB 3377, SD1 would not allow exemptions for storage of commercial outrigger canoes. This might make it infeasible for beach boys to offer canoe rides to tourists on Waikiki Beach.)
- authorize the DLNR to administratively impose civil fines of "not less than \$50 and not more than \$1,000 for each instance of violation". (Unless SB 3377, SD1 authorizes administrative civil fines, enforcement would require criminal prosecution under §200-14(a), Hawaii Revised Statutes. However, criminal prosecution has not worked. According to March 28, 2016, DLNR testimony opposing SCR 53 during the 2016 session,

If money isn't changing hands, then it is difficult to argue in court that "business" (Hawaii Administrative Rules 13-255-5) is taking place on Waikiki Beach. Both of the Department's Division of Boating and Ocean Recreation and the Division of Conservation and Resource Enforcement have had difficulty enforcing against pre-setting in court.

LEGISLATION IS NEEDED TO FACILITATE AND ENCOURAGE ENFORCEMENT

Legislation is needed to facilitate and encourage DLNR enforcement of a 1965 State beach widening agreement and State DLNR rules which prohibit commercial activity on a public easement over Waikiki Beach between the Royal Hawaiian groin and Kuhio Beach Park. Item 9 of the 1965 Surfrider-Royal Hawaiian Sector Agreement explicitly requires that

The State will not conduct or permit any commercial activity of any kind on the public beach in the SurfRider-Royal Hawaiian Sector of Waikiki Beach, including ... the area ... subject to public easement.... The Owners [of the beach subject to public easement and abutting property] will not conduct or permit any commercial activity of any kind on the area ... subject to public easement....

Although abutting private property owners promised not to allow commercial use of the public easement:

- Kiosks on abutting hotel property are used to intermittently rent hundreds of commercial beach chairs and umbrellas placed/stored every morning on the public beach easement.
- Every night the commercial beach chairs and umbrellas are removed from the public beach easement and stored on abutting hotel property.

The following 8:20 am January 17, 2022 picture shows the scale of routine, daily commercial activity on the public easement makai of the Royal Hawaiian.



Legislation also is needed to facilitate and encourage DLNR enforcement against unauthorized commercial activity on publicly owned beaches under DLNR jurisdiction. In many parts of the

State, hotels (or their concessions) located next to State-owned beaches routinely place/store unrented commercial equipment on a public beach without DLNR authorization. Kiosks on hotel property are used to intermittently rent commercial beach chairs and umbrellas placed/stored every morning on public beaches. Every night the commercial beach equipment is removed from public beaches and stored on abutting hotel property.

The following 11 am October 16, 2021 picture illustrates the scale of routine, daily commercial activity by the Hale Koa beach concession on the public beach makai of Fort DeRussy. The DLNR has not authorized this commercial activity. Like most beaches in Hawaii, this beach is owned by the State and is not a public easement over private property.



VOLUNTARY SELF-REGULATION BY SCOFFLAWS DOES NOT WORK

SR 27, SD 1 (2016) requested the DLNR to “submit a report on its progress regarding the resolution of conflicts under the 1965 SurfRider Royal Hawaiian Sector Beach Agreement, including any proposed legislation, to the Legislature no later than twenty days prior to the convening of the Regular Session of 2017 and Regular Session of 2018....” In December 2016, the DLNR submitted a report to the Legislature titled “Progress on the Resolution of Conflicts Under the 1965 SurfRider-Royal Hawaiian Sector Beach Agreement”. This DLNR report alleged

that Waikiki hotels and their beach concessions had agreed to self-regulate commercial activity on the public easement makai of the hotels. However, unregulated commercial activity resumed within a few months and the DLNR did not report this to the Legislature.

COMPLAINING TO THE BLNR DOES NOT WORK

For you information, and possibly your amusement, the remainder of this testimony consists of my July 28, 2021 email complaint to the BLNR. Obviously enforcement has not improved.

from: **Douglas Meller** <douglasmeller@gmail.com>
to: BLNR.testimony@hawaii.gov
cc: "Deborah L. Ward" <dlnr@hawaii.gov>
bcc: Chad Blair <cblair@civilbeat.com>, Sophie Cocke <scocke@staradvertiser.com>, Dolan Eversole <eversole@hawaii.edu>
date: Jul 28, 2021, 11:38 AM
subject: please forward this email to all members of the Board of Land and Natural Resources
mailed- gmail.com
by:

If you oppose unauthorized commercial use of Hawaii's beaches, please ask Suzanne Case to enforce a 1965 State beach widening agreement and State DLNR rules which prohibit placement/storage of unrented commercial beach chairs and umbrellas on a public easement over Waikiki Beach between the Royal Hawaiian groin and Kuhio Beach Park.

It has never been legal to place commercial beach chairs on the Waikiki public beach easement before they are rented. It has never been legal to store commercial beach chairs and umbrellas on the Waikiki public beach easement after completion of a rental contract. Self-regulation by commercial scofflaws does not work. The DLNR has not seriously tried to enforce commercial restrictions over the Waikiki public beach easement since Laura Thielen was the DLNR Director.

In spring 2021 the DLNR substantially widened the beach makai of the Royal Hawaiian, Outrigger Waikiki, and Moana Surfrider hotels. Look what happened next. I took the following pictures between 8 and 8:30 am on 7/21/21.























THE 1965 STATE BEACH WIDENING AGREEMENT

The 1965 SurfRider-Royal Hawaiian Sector Beach Agreement includes exhibits which designate a “Line A” and a “Line B” over the beach between the Royal Hawaiian groin and Kuhio Beach Park. “Line A” is mauka of “Line B”. The 1965 Agreement provides that the beach mauka of “Line A” is privately owned and not subject to a public easement; the beach between “Line A” and “Line B” is privately owned and subject to a public easement for public recreational use; and any beach constructed or accreted makai of “Line B” is publicly owned. All of the previous pictures show the public easement makai of “Line A”.

Under the 1965 Agreement, abutting property owners are allowed to install portable fences and signs to exclude the public from private property mauka of “Line A”. As shown in the two following 7/21/21 pictures, the Royal Hawaiian and Moana Surfrider Hotels have installed fences and signs to exclude the public from the beach mauka of “Line A”.





In exchange for allowing hotels to exclude the public from part of Waikiki Beach, Item 9 of the 1965 SurfRider-Royal Hawaiian Sector Agreement explicitly required that

The State will not conduct or permit any commercial activity of any kind on the public beach in the SurfRider-Royal Hawaiian Sector of Waikiki Beach, including ... the area ... subject to public easement.... The Owners [of the beach subject to public easement and abutting property] will not conduct or permit any commercial activity of any kind on the area ... subject to public easement....

Although abutting private property owners promised not to allow commercial use of the public easement:

- Every day kiosks on abutting hotel property are used to intermittently rent hundreds of commercial beach chairs and umbrellas placed/stored on the public beach easement.
- Every night the commercial beach chairs and umbrellas are removed from the public beach easement and stored on abutting hotel property.

DLNR RULES TO ENFORCE THE 1965 STATE BEACH WIDENING AGREEMENT

Several DLNR reports to the Legislature acknowledge that the following DLNR rules prohibit placement or storage of unrented commercial beach chairs and umbrellas on the public beach easement makai of the Royal Hawaiian, Outrigger Waikiki, and Moana Surfrider hotels.

HAWAII ADMINISTRATIVE RULES TITLE 13 SUBTITLE 11 PART III CHAPTER 255 WAIKIKI BEACH

§13-255-5 Definitions. As used in this part, unless the context clearly indicates otherwise:

“Business” means all activities engaged in or caused to be engaged in by any person or legal entity with the object of making a profit or obtaining an economic benefit either directly or indirectly. . . .

“Waikiki Beach” means any and all lands along the shores of the island of Oahu . . . seaward of line “A” as shown on exhibit “A” and described in exhibit “B”, dated July 13, 1965, and located at the end of this chapter, over which the State of Hawaii now has or hereafter acquires an easement for the use of the public as a bathing beach and for passing over and along by foot. . . .

§13-255-6 Waikiki Beach uses and activities; restrictions. . . .

(b) Business operations, soliciting prohibited. No person shall engage in, conduct, transact, or solicit business of any kind on or at Waikiki Beach.

(c) Storage, parking, and display prohibited. No person shall store, park, moor, place, or display any thing or personal property on or at Waikiki Beach for the purpose of engaging in, conducting, transacting, or soliciting business of any kind; provided that an outrigger canoe or sailing catamaran registered by the department pursuant to Hawaii ocean waters and shores rules may be placed, moored, or anchored below the mean high water mark. . . .

§13-255-7 Penalties. Any person who is guilty of violating these rules shall be fined not more than \$10,000 as provided in section 200-14, Hawaii Revised Statutes.

§13-255-8 Powers of arrest. Any law enforcement officer or any duly authorized employee, agent, or representative of the department who observes any violation by any person of these rules may forthwith arrest the person without a warrant.

§13-255-9 Taking legal custody of property. As incident to a lawful arrest, the arresting authority may take legal custody of any personal property which is the subject of or related to any violation of these rules. The property may be released only upon approval by the court which has jurisdiction of the case.

§13-255-10 Attorney general. The attorney general may bring appropriate proceedings to enjoin the continuance of any act or omission in violation of these rules.